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MAY 20 2002  
Attorney Docket # 2132-55PCON

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Harri VATANEN

Serial No.: 09/954,932

Filed: September 17, 2001

For: System and Method For Secure Communication  
and Key Distribution in a Telecommunication  
SystemExaminer: Not Yet Assigned  
Group Art: 2661

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OFFICE OF PETITIONS

Assistant Commissioner for Patents  
Attn: Box Petitions  
Washington, DC 20231

## PETITION UNDER 35 U.S.C. §118 AND 37 C.F.R. §1.47(b)

SIR:

This Petition is submitted pursuant to 35 U.S.C §118 and 37 C.F.R. §1.47(b) to request that the U.S. Patent and Trademark Office ("PTO") accept the filing of the above-identified U.S. Patent Application by Sonera Smarttrust Oy, a corporation of Finland, *in lieu* of by the sole inventor, Harri Vatanen, on the ground that Mr. Vatanen has refused to execute the subject U.S. Patent Application despite diligent efforts to have him execute a Declaration in support of the subject U.S. application to which this Petition is directed.

The undersigned, and other attorneys in the law firm of the undersigned, are the U.S. attorneys for Sonera Oyj (formerly known as Sonera Oy<sup>1</sup>), a corporation of Finland, and of its wholly-owned subsidiary Sonera Smarttrust Oy, also a corporation of Finland (hereinafter jointly,

<sup>1</sup> The change of name of the Finnish company "Sonera Oy" to "Sonera Oyj" was an obligatory change when the company was listed on the Finnish Stock Exchange. An English-language translation of

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unless otherwise indicated, referred to as "Sonera"). The undersigned is empowered and has the authority to act on behalf of Sonera, which is the proper, legitimate and lawful owner of the invention of the subject U.S. application.

In brief, and as explained more fully below, (1) Harri Vatanen, the sole inventor of the invention of the subject U.S. patent application, has refused to sign an Oath or Declaration in support of the U.S. application, despite repeated oral and written requests that he do so by employees of Sonera; (2) Sonera is the lawful owner of all rights in and to the subject US application because the non-signing inventor, Harri Vatanen, has already *expressly* assigned in writing, for *all* countries, the invention which is the subject of this U.S. application to Sonera Oy (now Sonera Oyj) *and* has also *expressly* agreed in writing, in the same document, (i) to execute any necessary documents required in connection with all domestic and foreign patent applications, i.e. including the U.S. application that is the subject of this Petition, and (ii) that Assignee Sonera Oy may if necessary execute such documents on Mr. Vatanen's behalf; and (3) Sonera is also the lawful owner of all rights in and to the subject US application as a matter of law because, as an employee (more particularly the Managing Director) of Sonera at the time of the invention, Mr. Vatanen is required, under Finnish statutory law, to assign the invention which is the subject of this U.S. application to his then-employer Sonera.

On September 17, 2001, the undersigned filed (by U.S. Postal Service Express Mail) the papers necessary to obtain a filing date for a new nonprovisional U.S. patent application under 35 U.S.C. §1.53(b), based on the claimed priority of (i) Finnish patent application No. 990,601, filed March 17, 1999, and (ii) International (PCT) Patent Application No. PCT/FI00/00223, which had been filed on March 17, 2000 and in which the United States was properly designated. That Section

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the extract for Sonera Oyj from the Finnish Register of Companies is attached as Exhibit 1 hereto.

1.53(b) filing request in the PTO was accompanied, *inter alia*, by an unexecuted Declaration of the named sole inventor, Harri Vatanen.

The Finnish priority application was filed by Sonera Oy (now Sonera Oyj) as applicant, and the International (PCT) priority application was filed by Sonera Smarttrust Oy (a wholly-owned subsidiary of Sonera Oyj) as applicant (for all countries except the United States, with respect to which Mr. Vatanen, as sole inventor, was named as applicant). Both the Finnish and International (PCT) priority applications are directed to the same invention as that disclosed and claimed in the U.S. patent application which is the subject of this Petition. Mr. Vatanen, as sole inventor, executed an Assignment of the Finnish priority application to Sonera Oy (a copy of that Assignment document is attached to the Declaration of European Patent Attorney Markku Simmelvuo, Exhibit 2 hereto). That Assignment of the Finnish priority application included the following statement:

"The assignment of the rights includes a transfer of the patent rights in all countries, as well as the right to use a convention priority of the Finnish patent application in all countries.

The assignee alone hereinafter has the entire disposal of the invention and possesses the entire ownership to any domestic and foreign patents granted thereafter. The assignor/s undertake/s to sign all documents necessary for taking out a patent and, furthermore, all such documents which may be required to assert rights transferred hereby.

If the assignor/s is/are prevented by any obstacles from signing said documents in person, this document of assignment shall be valid as a Power of Attorney for the assignee or for whom the rights have been transferred to sign these documents on behalf of the assignor/s or in the event of the death of the latter, the estate thereof."

(See the Assignment attached to the Exhibit 2 Declaration of Markku Simmelvuo.) Mr. Vatanen, as the inventor/applicant for the designated United States in the International (PCT) priority application, also executed a Power of Attorney with respect to the International (PCT) priority

application to the Finnish law firm Papula Oy (a copy of that Power of Attorney is attached to the Declaration of Markku Simmelvuo, Exhibit 2 hereto).

As noted above, the U.S. application which is the subject of this Petition was filed on September 17, 2001 and was accompanied on filing by an unexecuted Declaration of the named sole inventor, Harri Vatanen. The unexecuted Declaration identified the undersigned and other members and employees of undersigned's law firm (Cohen, Pontani, Lieberman & Pavane) as the record attorneys for the application, and identified undersigned's law firm as the mailing address for all correspondence in connection with the application.

On September 25, 2001, the undersigned sent a letter to European patent attorney Markku Simmelvuo of the Finnish law firm Papula Oy, confirming the filing of the application in the PTO by U.S. Postal Service Express Mail on September 17, 2001. (We correspond with Sonera through the Finnish law firm Papula Oy, from whom we also receive the instructions of Sonera.) Our letter of September 25, 2001 enclosed a copy of the application as filed in the PTO on September 17, 2001, and stated that a further Declaration and Power of Attorney for execution by the inventor, Mr. Vatanen, would be forwarded to Mr. Simmelvuo upon notification from the PTO of the Serial Number that had been assigned to the application. A copy of that September 25, 2001 letter (but omitting the copy of the application as filed and the other enclosures that accompanied that letter) is attached as Exhibit 3 hereto.

On October 22, 2001, undersigned's law office received from the PTO the official Filing Receipt (mailed October 19, 2001) for the subject U.S. patent application, which reported (*inter alia*) that Serial Number 09/954,932 and a filing date of September 17, 2001 had been assigned to the application. The undersigned then sent a further letter, dated October 25, 2001, to European patent attorney Markku Simmelvuo of the Finnish law firm Papula Oy, providing a copy

of the official Filing Receipt. A copy of that October 25, 2001 letter to Markku Simmelvuo is attached as Exhibit 4 hereto.

On October 19, 2001, a paper entitled "Notice to File Missing Parts of Nonprovisional Application Filed Under 37 CFR 1.53(b)", noting the lack of an executed Oath or Declaration of the inventor in the papers filed in the PTO with the subject U.S. patent application, was mailed to the undersigned by the PTO. That Notice was received by undersigned's law office on October 22, 2001. A copy of that "Notice to File Missing Parts", as received by undersigned's law office on October 22, 2001, is attached as Exhibit 5 hereto.

By letter of October 29, 2001, the undersigned then informed European patent attorney Markku Simmelvuo of our receipt of the "Notice to File Missing Parts", and provided Mr. Simmelvuo with an accompanying copy of that Notice. Also accompanying that October 29, 2001 letter as sent to Mr. Simmelvuo was a Declaration and Power of Attorney document and an Assignment document, on both of which the application was identified by its Title, its Serial Number and its filing date, for execution by the sole inventor Harri Vatanen. (Since a copy of the application as filed had already been sent to Mr. Simmelvuo with our prior letter of September 25, 2001 (Exhibit 3 hereto), an additional copy of the application as filed was not forwarded with this further letter of October 29, 2001 transmitting (*inter alia*) the Declaration and Power of Attorney document identifying the application by its Serial Number and filing date.) A copy of the October 29, 2001 letter, and its enclosures, is attached as Exhibit 6 hereto.

Sonera has made repeated unsuccessful attempts to obtain the signature of the non-signing joint inventor, Harri Vatanen, on a Declaration relating to the subject U.S. patent application. As reported by Paivi Soderman, Patent Manager of Sonera Smartrust Oy, in his attached Declaration (Exhibit 7 hereto), and by Johanna Heikkinen, as Assistant at Sonera

Smartrust Oy, in her attached Declaration (Exhibit 8 hereto), Sonera has repeatedly forwarded a "Declaration and Power of Attorney" (both with an accompanying copy of the subject U.S. patent application as filed and separately therefrom) to Mr. Vatanen and has made repeated attempts, both in writing and orally, to obtain Mr. Vatanen's signature on that Declaration. Despite Sonera's repeated forwarding of documents and its repeated written and oral efforts to obtain the signature of Mr. Vatanen on the required Declaration and Power of Attorney, and the repeated promises by Mr. Vatanen to sign the Declaration, inventor Vatanen has failed and refused to sign the document and thereby necessitated the filing of this Petition. (See the Declaration of Paivi Soderman, Exhibit 7 hereto, and the Declaration of Johanna Heikkinen, Exhibit 8 hereto.)

Non-signing sole inventor Harri Vatanen's last-known, and on information and belief his current, address is Savannah Lindale Close, Wentworth Estates, Virginia Waters, Surrey, United Kingdom. The communications with Mr. Vatanen seeking his signature on the Declaration for the subject U.S. application have been directed to that address and/or faxed to Mr. Vatanen's last-known fax number.

Mr. Vatanen is under a duty, as a matter of law, to execute a formal assignment of the subject U.S. patent application to Sonera as a direct consequence of his employment by Sonera. The attached Exhibit 2 Declaration of European Patent Attorney Markku Simmelvuo, of the Finnish patent firm Papula Oy, states that under Finnish statutory law an employee's inventions are owned by the employer, in this case Sonera. The Exhibit 2 Simmelvuo Declaration also states that inventor Harri Vatanen was an employee of Sonera at the time that the invention of the priority Finnish patent application, and correspondingly of the U.S. patent application which is the subject of this Petition, was made.

In addition, as also noted above, Mr. Vatanen has already expressly assigned to Sonera, in writing, the underlying Finnish priority patent application (see the "Assignment" document attached to Exhibit 2), and in that Assignment document (i) assigned "the patent rights [to the invention] in all countries", (ii) acknowledged that the assignee (Sonera) "possess[es] the entire ownership to any domestic and foreign patents" thereafter filed and granted on the invention, (iii) agreed "to sign all documents necessary" to enable the assignee Sonera to obtain domestic and foreign patents on the invention, and (iv) granted to the assignee Sonera a "Power of Attorney" permitting Sonera to execute documents on behalf of Mr. Vatanen, in connection with the obtaining of domestic and foreign patents on the invention, in the event that Mr. Vatanen is unavailable or unable to do so. Accordingly, Sonera is clearly the express, legitimate and lawful owner of the above-identified U.S. application (and the invention that is the disclosed and claimed subject thereof) by virtue of Mr. Vatanen's execution of the Assignment document relating to the Finnish priority application.

As the clear owner - both as a matter of law *and* by Mr. Vatanen's express written transfer of rights to Sonera - of the subject U.S. application and the invention which is the subject matter thereof, it accordingly was and remains today proper for Sonera to take the responsibility and to carry out the actions appropriate for obtaining, or at least diligently attempting to obtain, inventor Harri Vatanen's signature on a Declaration in support of the U.S. patent application, as it did.

Thus, Sonera is the proper, legitimate and lawful owner of the invention disclosed and claimed in the subject U.S. patent application and, since Mr. Vatanen as sole inventor of that invention has refused to sign a Declaration in support of the U.S. application, Sonera - i.e. Sonera Smarttrust Oy - is the proper and permitted and appropriate entity to sign the Declaration and file the subject U.S. application *in lieu* of Mr. Vatanen.

Attached as Exhibit 9 hereto is an executed Declaration in support of the subject U.S. patent application in support of the request, set forth in this Petition, that Sonera Smarttrust Oy be permitted, on behalf of and as agent of the nonsigning inventor, to make application for patent in connection with the invention disclosed and claimed in the subject invention. (See 37 C.F.R. §1.47(b).) The Exhibit 9 Declaration has accordingly been executed by a representative of the lawful owner of the U.S. application, namely Sonera Smarttrust Oy, on behalf of and as agent for the nonsigning inventor, Harri Vatanen. More particularly, the Declaration has been signed on behalf of Sonera Smarttrust Oy by the undersigned, Lance Lieberman, who is authorized to sign the Exhibit 9 Declaration on behalf of Sonera Smarttrust Oy. (See M.P.E.P. §409.03(b), which states that "A corporation may authorize any person, including an attorney or agent registered to practice before the U.S. Patent and Trademark Office, to sign the application oath or declaration on its behalf.")

Sonera Smarttrust Oy, as the lawful and legitimate owner of the invention which is the subject of the U.S. patent application to which this Petition is directed, will suffer irreparable damage unless it is permitted to sign the Declaration and file the U.S. application *in lieu* of the non-signing, sole inventor Harri Vatanen. Such irreparable damage is evidenced and established in this case in that the September 17, 2001 filing date of the U.S. application was the final day on which the U.S. application could have been filed in the United States under Section 371 to maintain the priority of Finnish Application No. 990,601 of March 17, 1999. Loss of that priority would now result in a statutory bar to patent protection of the invention in the United States, since the International Application was published on September 21, 2000.

In view of (1) sole inventor Harri Vatanen's failure and refusal to sign a Declaration in support of the subject U.S. patent application, (2) the clear ownership by Sonera - both as a

matter of Finnish law *and* by virtue of the express written assignment of the invention and worldwide patent rights to Sonera by Mr. Vatanen - of the invention that is the subject of the U.S. application to which this Petition is directed, (3) the demonstrated diligent efforts by Sonera to obtain inventor Harri Vatanen's signature on a supporting Declaration, and (4) the irreparable damages that Sonera will suffer unless this Petition is granted, it is respectfully requested that the U.S. Patent and Trademark Office grant this Petition and accept the filing of the subject U.S. patent application by Sonera Smarttrust Oy *in lieu* of by the non-signing sole inventor, Harri Vatanen, pursuant to 35 U.S.C. §118 and 37 C.F.R. §1.47(b).

The undersigned hereby declares that all statements made herein of his own knowledge are true, and that all statements made on information and belief are believed to be true; and, further, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine, or imprisonment, or both under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

A check in the amount of \$1,960.00 in payment of the government fee for a five-month extension of time, a check in the amount of \$130.00 in payment of the government fee for the filing of "missing parts" in response to the October 19, 2001 Notice (Exhibit 5 hereto), and a check in the amount of \$130.00 in payment of the government fee for the filing of this Petition, are enclosed herewith.

Any additional fees or charges required at this time in connection with this Petition or the subject U.S. patent application may be charged to our Patent and Trademark Office Deposit Account No. 03-2412.

Respectfully submitted,

COHEN, PONTANI, LIEBERMAN & PAVANE

By \_\_\_\_\_

Lance J. Lieberman  
Reg. No. 28,437  
551 Fifth Avenue, Suite 1210  
New York, New York 10176  
(212) 687-2770

Dated: May 20, 2002

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LEGAL REPRESENTATION (registered 03.07.1998)  
Under the Companies Act, the Company's name is signed by the  
Board of Directors.

SIGNING ON BEHALF OF THE COMPANY (registered 21.09.1998)  
According to the articles of association, the company's name is  
signed by the managing director on his own, and by two members  
of the board of directors together.

AUTHORIZATION TO SIGN FOR THE COMPANY (registered 05.09.2001)

Aimo Eloholma  
Kim Juhani Ignatius  
Jari Vesa Jaakkola  
Maire Annikki Laitinen  
Kirsti Helinä Lehtovaara-Kolu  
Pekka Heikki Juhani Reijonen  
Esko Juhani Rytkönen  
Leif Niklas Mikael Sonkin  
Juha Pekka Varelius  
Anni Kaarina Vepsäläinen

Persons authorized to sign for the company sign two together or  
each of them separately together with a member of the board.

PROCURATION RIGHTS (registered 12.11.2001)

Jari Juhani Kinnunen  
Jukka Erkki Kämäri  
Jukka Tapani Leinonen  
Sirkka Anneli Marjakangas  
Erkki Antero Oksanen  
Tapani Mikael Pökkä  
Lauri Pekka Takala  
Jorma Leo Tukia  
Tii Silja Kristiina Tuovinen

The holders of procuration sign the company name two together or  
each of them separately together with a member of the board or  
with a person authorized to sign the company name.

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TRADE NAME HISTORY:

01.10.1999 - Sonera Oyj  
03.07.1998 - 30.09.1998 Sonera-yhtymä Oyj  
30.06.1998 - 02.07.1998 Telecom Finland Yhtymä Oy

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Helsinki, 17 January 2002

For a true copy of the extract:

Tuija Surojegin  
Administrative Officer

Fee 91,50 euro

NATIONAL BOARD OF PATENTS AND REGISTRATION OF FINLAND

EXTRACT FROM THE TRADE REGISTER

Trade name: Sonera Oyj

Business Identity Code: 1475607-9  
Trade Register Number: 740.009  
Company Registered: 30.06.1998  
Company Form: public limited company  
Domicile: Helsinki

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Company's Contact Information:

Mailing Address: PL 106, 00051 Sonera  
Visiting Address: Teollisuuskatu 15, 00510 Helsinki

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Register entries:

TRADE NAME (registered 01.10.1999)  
Sonera Oyj.

PARALLEL TRADE NAME (registered 01.10.1999)  
(English) Sonera Corporation.

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DOMICILE (registered 30.06.1998)  
Helsinki.

BOARD OF DIRECTORS (registered 30.05.2001)

Chairman:  
Tapio Jussi Anselmi Hintikka  
Ordinary members:  
Jorma Tapio Laakkonen  
Eva Helena Maria Liljeblom  
Jussi Eerikki Länsiö  
Roger Ensio Talermo  
Esa Erkki Tihilä  
Tapio Johannes Vaahdekivi  
Tom Wilhelm von Weymarn  
Deputy members:  
Kari Ilmari Vilkman

OTHER MANAGEMENT (registered 11.10.2001)

Managing Director:  
Harri Eerik Koponen  
Substitute for the Managing Director:  
Aimo Eloholma

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## STATEMENT

Sonera Smarttrust Oy owns the rights to the invention "METHOD AND APPARATUS FOR SECURE COMMUNICATION KEY AND DISTRIBUTION IN A TELECOMMUNICATION SYSTEM", a patent application concerning which is pending in the USA under the application number 09/954932. A patent has been applied for the invention also in Finland under the application number FI 990601 and with an international patent application PCT/FI00/00223. These applications are also the priority applications of the above-mentioned U.S. application.

With the enclosed assignment the sole inventor, Harri Vatanen, has transferred his rights to said invention "METHOD AND APPARATUS FOR SECURE COMMUNICATION KEY AND DISTRIBUTION IN A TELECOMMUNICATION SYSTEM" to Sonera Oy, which belongs to the same consolidated corporation as Sonera Smarttrust Oy, to which Sonera Oy has transferred the right. Sonera Oy owns Sonera Smarttrust in its entirety and in that regard they are one company. In the assignment it has been stated that the assignee gets a right to dispose the invention, and in addition, Vatanen has promised to sign all the necessary documents that are needed in order to confirm the assignment.

In addition, the inventor Vatanen has signed a power of attorney to the Finnish attorney of Sonera Smarttrust Oy Papula Rein Lahtela Oy (at present Papula Oy) for the international patent application PCT/FI00/00223 in order that one could also mention the USA in the international patent application. Enclosed is a copy of said power of attorney.

Enclosed please find an extract from the law about the employer's right to the inventions made by the employee with its translations into English. Section 4 of the law shows that if the invention was made when fulfilling the duties of the employee in employment, then the rights to the in-

vention belong to the employer. This is very unambiguous, and based on this, the right to the invention belongs clearly to the employer of Vatanen. We enclose a copy of the work contract which shows that Vatanen was in an employment relationship with Sonera Oy at the time the invention, i.e. the Finnish application FI 990601, was made.

Helsinki 23 April 2002



Markku Simmelvuo,  
European patent attorney  
PAPULA OY

12135 TIEKELÄINEN REITITÖ

## ASSIGNMENT

I/We hereby declare that I/we  
Have assigned to

Sonera Oy  
P.O.Box 106, FIN-00051 Sonera  
(Teollisuuskatu 15, 00510 Helsinki, Finland)

my/our right to invention, priority, patent applications and patents, in all countries, on an invention

oikeuteni/oikeutemme keksintöön, etuoikeuteen, patentihakemuksiin ja patentteihin kaikissa maissa seuraavaan keksintöön:

titled by / nimittys: MENETELMÄ JA JÄRJESTELMÄ TIETOLIIKENNEJÄRJESTELMÄSSÄ  
filed in Finland on / joka on pantu vireille Suomessa  
having the filing number / hakemusnumerolla  
and/or Sonera's case number / ja/tai Soneran asianumerolla

The assignment of the rights includes a transfer of the patent rights in all countries, as well as the right to use a convention priority of the Finnish patent application in all countries.

The assignee alone hereinafter has the entire disposal of the invention and possesses the entire ownership to any domestic and foreign patents granted thereafter. The assignor/s undertake/s to sign all documents necessary for taking out a patent and, furthermore, all such documents which may be required to assert rights transferred hereby.

If the assignor/s is/are prevented by any obstacles from signing said documents in person, this document of assignment shall be valid as a Power of Attorney for the assignee or for whom the rights have been transferred to sign these documents on behalf of the assignor/s or in the event of the death of the latter, the estate thereof.

Place and date / Paikka ja aika f. 21.12.95

Signature of the assignors /  
Luovuttajan/jien allekirjoitus

Clarification of signature/s  
Allekirjoituksen selvitys

Harri Vatanen

Address of the assignor/s  
Luovuttajan/jien osoite

Lepolantie 25 A 3  
00660 Helsinki

## SIIRTO

Vakuutan/Vakuutamme, että minä/me  
Olen/olemme siirtäneet yritykselle

Oikeuksien siirto sisältää oikeuksien siirton kaikissa maissa ja oikeuden käyttää etuoikeutta suomalaisesta patentihakemuksesta kaikissa maissa.

Siirronsaajalla on tämän jälkeen keksintöön määräämisoikeus ja hänen on omistus-oikeudet kaikkiin kotimaisiin ja ulkomaisiin myönnettyihin patentteihin. Luovuttaja/luovuttajat lupaa/lupaavat allekirjoittaa kaikki tarpeelliset asiakirjat patentin luovuttamiseksi ja lisäksi kaikki asiakirjat, joita vaaditaan oikeuksien siirton vahvistamiseksi.

Jos luovuttaja/luovuttajat on/ovat estynyt/estyneet allekirjoitamasta asiakirjoja henkilökohtaisesti, tämä siirtoasiakirja on pätevä asiamies-valkirjana siirronsaajalle tai sille, jolle oikeudet on siirretty, näiden asiakirjojen allekirjoitamiseksi luovuttajan/luovuttajien tai jälkimmäisen/jälkimmäisten kuoleman tapauksessa, sen/niiden kuolinpesän puolesta.

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+358934800630

T-798 5.02/03 F-743

Patentit, tavaramerkit ja mallit  
Patent, varumärken och mönster  
Patents, Trade Marks and Designs  
Patente, Warenzeichen und Muster

SUOMI  
FINLAND

VALTAKIRJA  
Taten

FULLMAKT  
TPT

POWER OF ATTORNEY  
To

VOLLMACHT  
V

PAPULA REIN LANTELA OY  
Patent and Trade Mark Attorneys  
P.O.Box 881, Fredrikinkatu, 61 A, FIN-00101 Helsinki, Finland  
Teletax +358 9 9480 0630, 9480 0631

Ja määritetään valtuutettuun  
esittäjään mukavimmin

eller förordnad ett representator  
mögaaa

or any one whom she, may appoint  
to represent me/us

oder -en johden emmankin mihin  
vts

Kansainvälistässä patentihakemuksessamme PCT/FI00/00223  
METHOD AND SYSTEM IN A TELECOMMUNICATION  
SYSTEM

Erikoisluokka: 36835995X-EP-2598915  
17.3.1999 - FI - 990601

in our International Patent Application PCT/FI00/00223  
METHOD AND SYSTEM IN A TELECOMMUNICATION  
SYSTEM

Priority: 18.3.1998 EP-980315  
17.3.1999 - FI - 990601

Jäsenessä, mitä asiaa, patenttia,  
tästä jäsenessä esitettyä ja kon-  
kurrenssi jäsenessä ja hakemusten  
perusteella myönnettyä suoja-  
kemista koskee, kantavasti ja ras-  
taamaan

och i alt vad detraför fränder, an-  
tökningen, detta avordnade och ut-  
dragna ansökningar och på grund  
av sådana ansökningar beviljade  
skyddsrätter, föra taket och stora

and in everything concerning the  
matter, application, applications  
therefrom granted off or derived  
as well as protective rights granted  
on said applications, to pursue  
claim and to reply

zu verfolgen und in allem, was die  
Sache, Anmeldung, davon abge-  
leitete oder ausgeschiedene Anmel-  
dungen sowie auf Grund derselben  
erteilte Schutzrechte betrifft, zu  
verfolgen und zu antworten.

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Palkkaa, per-aays ja  
lähukan allekirjoitus

Dt. Datum och  
skrivande underskrifts



Ort, Datum und  
Unterschrift des Anwalters

Harri Vaananen

Ei vapauslautta  
ingen legalisering  
No legalization  
Keine Beglaubigung

 PAPULA  
GROUP

Registered patent attorneys  
Fragstered Patent Attorneys  
European Patent Attorneys

PAPULA and NEVINPAT offices.  
specialists in industrial property  
rights in Finland and the former  
USSR countries

1 §

In this law, a consolidated corporation is used to refer to a consolidated corporation in accordance with chapter 6 of section 1 of the Bookkeeping Act (1336/1997), as well as to a municipality and municipal federation and companies under its authority as referred to in subsection 2 of section 5 and section 6 of chapter 1 of the Bookkeeping Act.

4 §

If the invention is a result of activities carried out in order to fulfill the duties of an employee, or by utilizing the experience gained in a company or organization of the employer or in one belonging to the same consolidated corporation with it, the employer has the right, provided that the utilization of the invention is included in the branch of business of the employer or in the one of a company belonging to the same consolidated corporation with it, to obtain the right to the invention either wholly or partially. If the invention was produced by the employee as a result of a duty more specifically defined in the employment, the employer has the aforementioned right, although the utilization of the invention is not included in the branch of business of the employer or in the one of a company belonging to the same consolidated corporation with it.

If it is a question about an invention the utilization of which is included in the branch of business of the employer or in the one of a company belonging to the same consolidated corporation with it but which was produced in connection with an employment relationship other than prescribed by subsection 1, the employer is entitled to obtain the right of use of the invention.

If the employer wishes to obtain a right to an invention referred to in subsection 2 that is wider than the one prescribed in it, or a right to an invention that was produced without a connection to an employment relationship but the utilization of which, however, is included in the branch of business of the employer or in the one of a company belonging to the same consolidated corporation with it, the employer has the priority to obtain the right in question by agreeing on it with the employee.

**Employee: Harri Vatanen**

**INTERNATIONAL ASSIGNMENT CONTRACT  
UNITED KINGDOM  
Finnish Expatriate with Family**

**The Sonera International Assignment Policy dated 15.5.1998  
is applicable to this Contract**

POR: Harri Vatanen

D:4

TO:00358284004128

FROM: 20-JUN-2000 03:47

# INTERNATIONAL ASSIGNMENT CONTRACT

The Employer and the Employee defined hereinafter have agreed on the following terms and conditions of employment regarding temporary work to be performed abroad:

## I TERMS AND CONDITIONS

### 1. Parties to the Assignment Contract

Employer, Home Country: Sonera Corporation, FINLAND  
(Home Company)

Employee: Surname: Vaananen  
First names: Harri  
Date of birth: 111062-1071  
(social security code)

Host Country: United Kingdom

This agreement is based on the primary employment with Sonera Corporation and the Employee.

### 2. Assignment duties

Task: CEO; Managing Director, SmartTrust Ltd, London 

Main duties are defined in a separate job description (enclosed).

The Employee undertakes to perform in the Host Country other duties falling within the scope of his skills and experience that may be required in accordance with the Employer's instructions.

Employee's superior  
in the Home Company: Kaj-Erik Relander

### 3. Duration of the Assignment Contract

This Assignment Contract commences on 15.6.1999, or when the Employee actually departs for the Host Country.

The date of termination of this Contract will be 14.6.2002.

FOR: Harri Vaananen

#### 4. Remuneration

The Employee is paid a net monthly salary from the actual date this Contract commences.

The salaries are paid monthly on last day of each month.

Unless otherwise agreed in specific cases, compensation for overtime and other irregular working time is included in the Employee's monthly salary.

The Employee is entitled to sick pay in accordance with the practice applied by the Employer.

#### 5. Working hours and public holidays

The Employee's basic working hours shall follow the current practice of the Employer.

The Employee agrees to adapt his working hours flexibly as may be necessary for the performance of his duties.

The practice of the Host Company and legislation of the Host Country shall be followed insofar as paid public holidays are concerned.

#### 6. Annual leave

The Employee is entitled to annual leave in accordance with the practice of the Employer.

#### 7. Other paid leave

In case of a serious illness or death of a child, spouse, parent, grandparent, sister or brother of the Employee or his spouse, the Employee is entitled to compassionate leave. The length and time at which such leave is taken must be agreed with the Superior in Finland.

In connection with moving to the Host Country and back to his Home Country, the Employee is entitled to one additional days' paid leave, if necessary.

FOR: Harri Väistö

### **8. Pension benefits and other insurance**

During the Assignment, the Employee shall be entitled to pension benefits according to the practice of the Employer. The mutually agreed annual pensionable salary is FIM 100,000. This salary is reviewed in accordance with the Finnish law (EL). The employment pension contribution imposed on employees in Finland is calculated from the pensionable salary and deducted from the Employee's salary on payment of his salary.

The Employee is covered by the Home Country social security, if possible, based on International Conventions and Home and Host Country legislation.

In addition, Sontra Corporation will take out a Travel Insurance for the Employee and his accompanying family members, as from the date he moves to the Host Country.

## 9. Taxation

The Employer shall be responsible, in the Host Country, for Employee's personal taxes and other statutory payments imposed on employees, based on the salary and other benefits stipulated in this Assignment Contract. The Employee should provide the Employer with the information needed for taxation. The Employee is himself responsible for his personal taxes and other statutory payments in the Home Country.

## 10. The Employee's Family

The following members of the Employee's family will accompany him/her to the Host Country:

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

The estimated moving date for the family members is 15.6.1999.

pp-sum

By The

POR: Harry Vazquez

### 13. Moving costs

In addition to ordinary transportation of luggage within the limits stipulated in the travel tickets, the Employee and his accompanying family members will be entitled to transportation of his personal belongings to the Host Country and back to the Home Country by surface freight up to the limit of

- 16 m<sup>3</sup>, if furnished apartment agreed
- 45 m<sup>3</sup>, if unfurnished apartment agreed

at the Host Company's expense.

### 14. Holiday trips

During this Assignment period, the Employee and his accompanying family members are entitled to ~~six~~ (~~2~~) holiday trip to the Home Country, at the Employer's expense. ~~six~~ (6) *one*

*one*

## III REPATRIATION

a) After termination of this Assignment Contract, the Employee is guaranteed a position within the Telecom Finland in the Home Country substantially similar to the position held by him in the Home Company before commencement of this

FOR: Harri Väistö

6

international assignment. It is understood that after termination of this assignment contract all allowances and benefits will be discontinued.

#### IV TERMINATION

In addition to the terms and conditions of termination stipulated in the primary employment contract of the Employee, this Contract may be terminated under the following terms and conditions:

- a) Due to unexpected and unforeseen reasons outside the powers of the parties to this contract, should such a reason obstruct the proper fulfilment of this Contract.
- b) Employee's negligent in performance during the international assignment or fundamental breach of contract by any of the contract parties.
- c) Should this assignment contract be terminated before the date stated in this contract due to unforeseen reasons in the business, the salary and cost allowances shall be paid on the basis of this contract till the end of the agreed period.

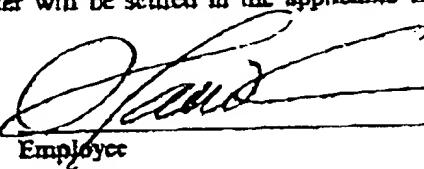
#### V REFERENCE TO LEGISLATION

Unless otherwise agreed in this Assignment Contract, the current legislation of the Home Country on employment contracts is applicable to this Contract, insofar as it does not contradict the mandatory legislation which may apply in the Host Country.

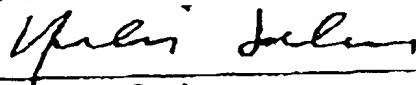
#### VI DISPUTES

Any ambiguities in the terms and conditions of this Assignment Contract will be resolved in discussions between the Employer, the Employee and the Host Company. In case of dispute, the matter will be settled in the applicable Court of Law in the Home Country.

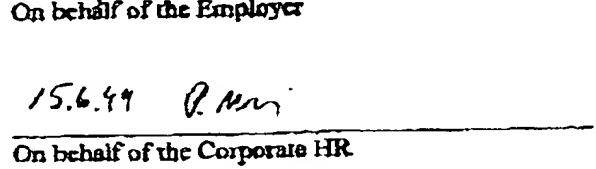
place and date

  
Employee

place and date

  
On behalf of the Employer

15.6.99 P. M.

  
On behalf of the Corporate HR

FOR: Harri Vatanen

**COHEN, PONTANI, LIEBERMAN & PAVANE**

COUNSELLORS AT LAW

PATENTS, TRADEMARKS & COPYRIGHTS

551 FIFTH AVENUE

NEW YORK, NEW YORK 10176

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GEORGE J. BRANDT, JR.

TEODOR J. HOLMBERG

F. BRICE FALLER

September 25, 2001

Markku Simmelvuo, Esq.  
Papula Oy  
Box 981  
SF-00101 Helsinki  
Finland

Re: New U.S. Patent Application  
Method and Apparatus for Secure Communication and Key Distribution in  
a Telecommunication System  
Your Ref.: 15015S  
Our File No. 2132-55PCON

**RECEIVED**

MAY 22 2002

OFFICE OF PETITIONS

Dear Markku:

Pursuant to your letter of 12 September 2001, we filed the above-identified patent application in the United States Patent and Trademark Office 12 September 2001 in order to preserve the convention priority. A copy of the application as filed is enclosed for your records.

Since we filed the application in unexecuted condition, upon receipt of the Serial Number that has been assigned to this application, we will forward an appropriate Declaration and Power of Attorney and Assignment documents for execution by the inventor, **Harri Vatanen**.

Also enclosed is our invoice for services rendered in connection herewith.

In view of the disclosure rules of the U.S. Patent and Trademark Office, please provide us as soon as possible with a copy of all references mentioned in the application, if any, and of any additional prior art of which you are or may become aware, especially any prior art cited in a corresponding foreign application.

COHEN, PONTANI, LIEBERMAN & PAVANE

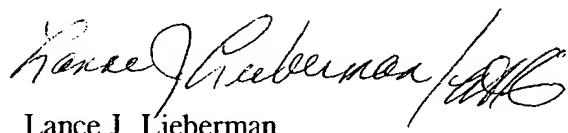
Markku Simmelvuo, Esq.  
September 25, 2001  
Page 2

As always we thank you for entrusting this case to us.

With best regards.

Very truly yours,

COHEN, PONTANI, LIEBERMAN & PAVANE



Lance J. Lieberman

LJL/LAK  
Enclosures

**COHEN, PONTANI, LIEBERMAN & PAVANE**

COUNSELLORS AT LAW

PATENTS, TRADEMARKS & COPYRIGHTS

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F. BRICE FALLER  
DAVID J. ROSENBLUM  
TONY CHEN  
ELI WEISS  
LISA A. FERRARI

October 25, 2001

Markku Simmelvuo, Esq.  
Papula Oy  
Box 981  
SF-00101 Helsinki  
Finland

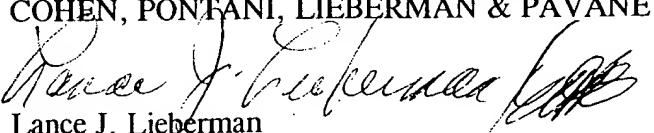
Re: U.S. Patent Application Serial No.09/954,932  
For: Method and Apparatus for Secure Communication and Key  
Distribution in a Telecommunication System  
Your Ref.: 15015S  
**Our File No. 2132-55PCON**

Dear Mr. Simmelvuo:

Enclosed please find a copy of the official Filing Receipt, showing that the above identified application was filed in the U.S. Patent & Trademark Office on 09/17/01 under Serial Number 09/954,932 and has been assigned to group art unit 2661.

You may now employ the phrase "Patent Pending" in connection with any commercial exploitation of your invention. We caution you not to reveal either the serial number or filing date to third parties without first checking with us inasmuch as this information is maintained in confidence by the Patent & Trademark Office unless and until the patent application is published and/or the patent issues.

We shall keep you advised as to the progress of this application.

Very truly yours,  
**COHEN, PONTANI, LIEBERMAN & PAVANE**  
  
Lance J. Lieberman

LJL/jem  
Enc.



**UNITED STATES PATENT AND TRADEMARK OFFICE**

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
WASHINGTON, D.C. 20231  
[www.uspto.gov](http://www.uspto.gov)

| APPLICATION NUMBER | FILING DATE | GRP ART UNIT | FIL FEE REC'D | ATTY.DOCKET.NO | DRAWINGS | TOT CLAIMS | IND CLAIMS |
|--------------------|-------------|--------------|---------------|----------------|----------|------------|------------|
| 09/954,932         | 09/17/2001  | 2661         | 944           | 2132-55PCON    | 2        | 33         | 2          |

**CONFIRMATION NO. 8228**

**FILING RECEIPT**



\*OC00000006925485\*

COHEN, PONTANI, LIEBERMAN & PAVANE  
Suite 1210  
551 Fifth Avenue  
New York, NY 10176

Date Mailed: 10/19/2001

Receipt is acknowledged of this nonprovisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Customer Service Center. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

**Applicant(s)**

Harri Vatanen, Surrey, UNITED KINGDOM;

COHEN, PONTANI, LIEBERMAN & PAVANE

**Domestic Priority data as claimed by applicant**

OCT 22 2001

**Foreign Applications**

FINLAND 990601 03/17/1999  
PCT/FI00/00223 03/17/2000

**RECEIVED**

If Required, Foreign Filing License Granted 10/17/2001

Projected Publication Date: To Be Determined - pending completion of Missing Parts

**RECEIVED**

Non-Publication Request: No

MAY 22 2002

Early Publication Request: No

**OFFICE OF PETITIONS**

**Title**

Method and apparatus for secure communication and key distribution in a telecommunication system

**Preliminary Class**

PONGISUO



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
WASHINGTON, D.C. 20231  
[www.uspto.gov](http://www.uspto.gov)

| APPLICATION NUMBER | FILING/RECEIPT DATE | FIRST NAMED APPLICANT | ATTORNEY DOCKET NUMBER |
|--------------------|---------------------|-----------------------|------------------------|
| 09/954,932         | 09/17/2001          | Harri Vatanen         | 2132-55PCON            |

**CONFIRMATION NO. 8228**  
**FORMALITIES LETTER**

  
\*OC000000006925486\*

COHEN, PONTANI, LIEBERMAN & PAVANE  
Suite 1210  
551 Fifth Avenue  
New York, NY 10176

(M)  
19 Dec 01

Date Mailed: 10/19/2001

**NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION**

**FILED UNDER 37 CFR 1.53(b)**

*Filing Date Granted*

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(l) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- **The balance due by applicant is \$ 130.**

*A copy of this notice MUST be returned with the reply.*

*S.Schaid*

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY

**RECEIVED**

05/22/2002 AWONDAF1 00000114 09954932

130.00 OP  
02 FC:105

MAY 22 2002

OFFICE OF PETITIONS

P04915U80

**COHEN, PONTANI, LIEBERMAN & PAVANE**

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TEODOR J. HOLMBERG  
F. BRICE FALLER  
DAVID J. ROSENBLUM  
TONY CHEN  
ELI WEISS  
LISA A. FERRARI

October 29, 2001

FAX: 011 358 9 3480 0630

**REMINDER**

15 February 2002  
11 March 2002  
03 April 2002

Markku Simmelvuo, Esq.  
Papula Oy  
Box 981  
SF-00101 Helsinki  
Finland

Re: U.S. Patent Application Serial No. 09/954,932

For: Method and Apparatus for Secure Communication and Key  
Distribution in a Telecommunication System

Your Ref.: 15015S

Our File No.: 2132-55PCON

Dear Markku:

Pursuant to our letter of September 25, 2001, the above-identified patent application was filed in unexecuted condition. We have now received a form from the United States Patent and Trademark Office entitled NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION-FILING DATE GRANTED which is enclosed for your files. We have until December 19, 2001, in order to file the executed Declaration and Power of Attorney, paying only the late fee of \$130. A schedule for filing the executed Power of Attorney is listed below:

|                     |   |
|---------------------|---|
| ✓ January 19, 2002  | One month extension                                     |
| ✓ February 19, 2002 | Two month extension                                     |
| ✓ March 19, 2002    | Three month extension                                   |
| April 19, 2002      | Four month extension                                    |
| May 19, 2002        | Five month extension - final non-extendable<br>due date |

**COHEN, PONTANI, LIEBERMAN & PAVANE**

Markku Simmelvuo, Esq.

October 29, 2001

Page 2

We are enclosing herewith an appropriate Power of Attorney and Assignment document and ask that you have these documents executed by the inventor -- HARRI VATANEN.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

**COHEN, PONTANI, LIEBERMAN & PAVANE**



Lance J. Lieberman

LJL/LAK  
Enclosures



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
WASHINGTON, D.C. 20231  
www.uspto.gov

| APPLICATION NUMBER | FILING/RECEIPT DATE | FIRST NAMED APPLICANT | ATTORNEY DOCKET NUMBER |
|--------------------|---------------------|-----------------------|------------------------|
| 09/954,932         | 09/17/2001          | Harri Vatanen         | 2132-55PCON            |

COHEN, PONTANI, LIEBERMAN & PAVANE  
Suite 1210  
551 Fifth Avenue  
New York, NY 10176

(M)  
19 Dec 01

**CONFIRMATION NO. 8228**

**FORMALITIES LETTER**



\*OC000000006925486\*

Date Mailed: 10/19/2001

**NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION**

**FILED UNDER 37 CFR 1.53(b)**

*Filing Date Granted*

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(l) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- **The balance due by applicant is \$ 130.**

*A copy of this notice **MUST** be returned with the reply.*

*S.Schad*

Customer Service Center  
Initial Patent Examination Division (703) 308-1202  
PART I - ATTORNEY/APPLICANT COPY

**RECEIVED**

**MAY 22 2002**

**OFFICE OF PETITIONS**

*P04915U80*

**DECLARATION AND POWER OF ATTORNEY  
FOR PATENT APPLICATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

# **METHOD AND APPARATUS FOR SECURE COMMUNICATION AND KEY DISTRIBUTION IN A TELECOMMUNICATION SYSTEM**

the specification of which has been filed under Serial No. 09/954,932 on September 17, 2001.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

I also acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37 CFR 1.63(d), which occurred between the filing date of the prior application and the filing date of the continuation-in-part application, if this is a continuation-in-part application.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

MYRON COHEN, Reg. No. 17,358; THOMAS C. PONTANI, Reg. No. 29,763; LANCE J. LIEBERMAN, Reg. No. 28,437; MARTIN B. PAVANE, Reg. No. 28,337; MICHAEL C. STUART, Reg. No. 35,698; KLAUS P. STOFFEL, Reg. No. 31,668; EDWARD M. WEISZ, Reg. No. 37,257; JULIA S. KIM, Reg. No. 36,567; VINCENT M. FAZZARI, Reg. No. 26,879; ALFRED W. FROEBRICH, Reg. No. 38,887; KENT H. CHENG, Reg. No. 33,849; ROGER S. THOMPSON, Reg. No. 29,594; F. BRICE FALLER, Reg. No. 29,532; YUNLING REN, Reg. No. 47,019; DAVID J. ROSENBLUM, Reg. No. 37,709; ELI WEISS, Reg. No. 17,765; TONY CHEN, Reg. No. 44,607.

Address all telephone calls to Lance J. Lieberman, Esq. at telephone No. (212) 687-2770.

Address all correspondence to:

Lance J. Lieberman, Esq.  
Cohen, Pontani, Lieberman & Pavane  
551 Fifth Avenue, Suite 1210  
New York, New York 10176

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

**Full Name of Sole or First Inventor: Harri VATANEN**

Inventor's signature: \_\_\_\_\_

Dated: \_\_\_\_\_  
Month/Day/Year

Residence: **Englefield Green, TW20 0NN, Surrey, Great Britain**

Citizenship: **Finland**

Post Office Address: **2 Rushmere Place, Englefield Green  
TW20 0NN, Surrey, Great Britain**

## A S S I G N M E N T

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned, **Harri VATANEN** (hereinafter referred to as "ASSIGNOR"):

Hereby sell, assign and transfer to **Sonera Smarttrust Oy**, (hereinafter referred to as "ASSIGNEE"), a corporation of Finland, having a place of business at Elimäentie 17-19, FIN-00510 Helsinki, Finland; its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which was filed on September 17, 2001 and accorded Serial No. 09/954,932, and is entitled

### **METHOD AND APPARATUS FOR SECURE COMMUNICATION AND KEY DISTRIBUTION IN A TELECOMMUNICATION SYSTEM**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing,

substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers, communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date:

---

month/day/year

---

**Harri VATANEN**

---

Witness

---

Witness

# 4

SmartTrust Ltd, P.O. Box #25, FIN-00061 SONERA, Etuinenkatu 17-19 Helsinki Finland  
T +358 (0) 2040 63031 F +358 (0) 2040 62730 E info@smarttrust.com | www.smarttrust.com

**DECLARATION**

19.5.2002

**REGARDING EFFORTS TO HAVE THE DECLARATION AND POWER OF ATTORNEY AND THE ASSIGNMENT SIGNED FOR US PATENT APPLICATION 09/954,892, OUR REF 1119US**

I work as Patent Manager for Smarttrust Systems Oy and Sonera Smarttrust Oy. Papula Oy is our patent attorney for this case. Papula Oy has sent us a declaration and power of attorney (hereafter called "the document") and an assignment in this case to be undersigned by the inventor.

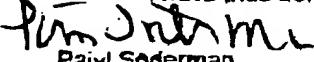
Harri Vatanen, the inventor, has left the company and refuses to undersign the document. He worked as managing director for Sonera Smarttrust Oy.

I have made several attempts to get his signature both orally and in writing. He has not answered the letters. He has said to me that he refuses to sign the assignment but that he will sign the power of attorney. In spite of his promises he continues to refuse to sign also the power of attorney. The letters have been sent to the address he has given us a couple of times. The last time the documents to be undersigned were sent by registered mail, a copy of which is enclosed.

There are also other patent applications than this one for which Harri Vatanen refuse to undersign the power of attorney. We have also sent him all the documents to be undersigned in one letter. Unfortunately this situation was not predicted by us and neither were we conscious about that we should write down every date when we talk with him in telephone or take a copy of each letter we try to get his signature.

As a summary, I, however, assure that

- the power of attorney and the assignment for this case has been sent to him at least three times. We have copies left of the letter sent to him on 2 October, 2002 and the one sent with registered mail on sixth May, 2002, which are enclosed. We sent the text of this US application with the last mentioned letter.
- I have earlier talked in telephone with him about the power of attorney and assignment to be undersigned and asked for them, but I did not write down the exact dates.
- There has, however, been at least three such telephone conversations
- The attempts to reach him in telephone this month has failed because his first number is changed and the second has been shut off when I have tried
- I have thus done what is reasonable to try to get the signature.



Paivi Soderman

Patent Manager

Smarttrust Systems Oy

Lahdettavan nimi ja postiosoite. Avճdarenen nimi och postadress  
**Smartstreet Systems Oy**  
**M/S. Päivi Söderinen**  
**P.O. Box 425**  
**FIN-00071 SOHVALA**  
**FINNLAND**

Vastaanottoon nimi ja postiosoite. Adressatens namn och postadress

**Mr. Harry Vatanen**  
**Saxham, Lindale Close**  
**Worthington Estates**  
**Virginia Water**  
**SURREY GU25 4 ENGLAND**

R 11/9 US

RR006830773FI

LÄHETTÄJÄALLE TILL AVSÄNDAREN

0 8 025945791

Tarkista, että lähetin kuitti on laitettu.  
 Jos ei ole, seletta lähetystä julkisesti.  
 Nämä kuittit ovat kiellettuja.  
 Kontrollera, att kvittot har stampats.  
 Korttostampot skall förevigas, p.m du gör en  
 återfrågan på hämtandet. - återhand

MUVUTUSESTO VILKOR FÖR OVERLÄMNINGEN

Detta rörer tillbaka leverans kontrollstamps  
 till leverantören.  
 Det rör sig om leverans förvaring i en  
 adressatens eller en leverantörslag.

Vain vasteenottoon johtuvat korvaustariffs  
 Endos til adressatens personliga

Vastele  
 Posto  
 S-nro

INFO



KOMMUN POST OY, Mannerheimintie 1 A, 00100 HELSINKI - Kruunutie 27a, 379, Helsinki - LY-tunnus 0949400 0 - Alv. tdb  
 LÄHTEEN POSTI OY, Mannerheimintie 1 A, FIN-00100 HELSINKI - Kruunutie 27a, 379, Helsinki - Alv. tdb 0949400-0 - Mestis nro

Mikäli postitettava on suurempi kuin 100 000 kappaletta, käytä säännöinä tällä rivillä tähän radan alla 100 000 kappaleella tai fler postaa

Lähetysjärjestelmän nimi ja numero  
 Postitoimistojen nimi eli numero

Vastele  
 Posto  
 S-nro  
 Kappaletta  
 Antti  
 Tuulipaketti  
 Entinen  
 Muutapaino  
 Tuoteksi

INFO

**POSTIEN NIMIKOT**  
**POSTPRÖVSKOTT**

Entinen koko  
 Separata faktura

Anna lajityyppisessä kuin vastaanottajassa määrätyssä  
 Annan fakturointivaiheessa on tämä määritetty. - oikeat

Tuulipaketo  
 Inbepackning  
 Currus  
 Anmating

To/tunnes paketpost  
 Inf/inf paketpost  
 Cr./tunn paketpost  
 Ann/inf paketpost

kg

kg

**POSTI TÄYTÄÄ**  
**POSTEN PYLLE!**

Lähetä matkana  
 Bilaga

Sopimuskuvaaja ei ole saatavissa  
 Ansalsvilkoren ej uppfyllida

VÄIN KOTIMAISEEN  
 ENDAST INOM LANDET

VÄIN KOTIMAISEEN  
 ENDAST INOM LANDET

**KUOLEMALLA TÄYTÄÄ**  
**CYKLAMPOHEN PYLLE!**

Cyrus  
 Infomerkkejä  
 För beläckande

Läpäistä  
 Löpna

Puhdistaa  
 Rengjera

Häädellä  
 Lövra

Lähetä  
 Leverera  
 Alltjärska Underskrift

**VARAUMLÄTT FÖRSEHÅLL**

T - 1 - 1 - 1 - 1

Lähetäjän leima tai nimi. Avճdarenens stämpel eller namn

**VASTAAMOTTOTARKASTUS MOTTAGNINGSKONTROLL**  
 Vastaanottoon tillverkades ja mottagnings-  
 mottagningen underskrift med namntrydigande

Puh. Th

Alltjärska Underskrift Puh. Th

Postinumeroväistö Postinumerod

Postinumero Postnummer

Postitilimpäätös Postkort



SmartTrust Ltd, P.O. Box 625, FIN-00061 SOKERIA, Elämäntie 17-19 Helsinki Finland  
T +358 (0) 2040 62031 F +358 (0) 2040 62730 E info@smarttrust.fi [www.smarttrust.fi](http://www.smarttrust.fi)

HARRI VATANEN

USA:n patentihakemus US 09/954932  
Meldan ref: 1119US

6.5.2002

Heij

Ohessa lähetän uudestaan siirto- ja valtakirjan allekirjoitettavaksi otsikossa mainittua USA:n patentihakemusta varten. Tarvitsemme allekirjoitukseasi 17.5.2002 mennessä, jotta patenttiprosessi USA:ssa etenisi.

Ohessa on kopio tästä US - patenttilhakemuksesta 09/854832.

**Ohessa on myös kopiot mainitulista allekirjoitettavista asiakirjista.  
Pyydämme ystävällisesti palauttamaan ne allekirjoitettuna.**

Tervaisin  
Jarmo Ristimäki  
Paivi Söderman  
Smarttrust Systems Oy

TRANSLATION OF THE ABOVE TEXT IN ENGLISH:

US patent application US 09/954932  
Our ref: 1119 US

11

I enclose once more an assignment and a power of attorney to be undersigned for the above US patent application. Your signatures are needed before 17<sup>th</sup> May, 2002 so that the patent process in the United States would proceed.

Enclosed is a copy of this US patent application 08/954,932.

Enclosed are also copies of said documents to be undersigned. We kindly ask you to return the documents undersigned.

Regards

  
Paivi Söderman  
Smartrust Systems Oy



## DECLARATION

THE UNDERSIGNED, Authorized Translator duly examined and by the Finnish Ministry of Justice admitted to certify translations made from the Finnish into the English language,

HEREBY solemnly declares that the attached document reading in English is a true and faithful translation of the attached Covering Letter reading in Finnish.

AND I MAKE this solemn declaration sincerely believing it to be true.

ON this 29<sup>th</sup> day of April, 2002.



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MAY 22 2002  
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SmartTrust Ltd, P.O. Box 425, FIN-00051 SONERA, Elimäenkatu 17-19, Helsinki, Finland  
T +358 (0) 2040 63031 F +358 (0) 2040 62730 E info@smarttrust.com I www.smarttrust.com

## **Covering Letter**

TO Harri Vatanen  
SUBJECT asiakirjoja documents  
FROM Päivi Söderman/SmartTrust  
DATE October 2, 2001

URGENT       AS AGREED      FOR YOUR ACTIONS      X TO BE RETURNED  
 FOR YOUR INFORMATION       FOR YOUR RECORDS      X TO BE SIGNED      RETURNING TO YOU

Reference: 1119

Hello, Harry!

Would you please return the signed letters of attorney and commissions to Päivi Söderman (instead of Papula), so that we could know of the arrival of the documents. Our address is:

Sonera SmartTrust Oy  
Päivi Söderman  
P.O. Box 425, 00051 SONERA  
FINLAND

Thank you!

Best regards,

Johanna Heikkinen

**Smartrust**  
**Johanna Heikkinen**  
**Development assistant**



**ATTACHMENT letters of attorney (2), commissions (2)**



SmartTrust Ltd, P.O. Box 425, FIN-00051 SONERA, Elimäenkatu 17-19, Helsinki, Finland  
T +358 (0) 2040 63031 F +358 (0) 2040 62730 E info@smarttrust.com I www.smarttrust.com

## Covering Letter

TO **Harri Vatanen**  
SUBJECT **asiakirjoja**  
FROM **Päivi Söderman/SmartTrust**  
DATE **October 2, 2001**

URGENT       AS AGREED      FOR YOUR ACTIONS      X TO BE RETURNED  
 FOR YOUR INFORMATION       FOR YOUR RECORDS      X TO BE SIGNED      RETURNING TO YOU

Reference: 1119

Hei Harri!

Palauttaisitko ystäväällisesti allekirjoitetut valtakirjat ja toimeksiannot Päivi Södermanille (Papulan sijasta), jotta olisimme tietoisia asiakirjojen saapumisesta.  
Osoitteemme on:

Sonera SmartTrust Oy  
Päivi Söderman  
PL 425, 00051 SONERA  
FINLAND

Kiitos!

Ystäväällisin terveisin,

Johanna Heikkinen

Smarttrust  
Johanna Heikkinen  
Development Assistant

LIITE valtakirjat (2), toimeksiannot (2)



SmartTrust Ltd. P.O. Box 426, FI-00051 SONERA, Eläintarhankatu 17-1B Helsinki Finland  
T +358 (0) 2040 63031 F +358 (0) 2040 82730 E info@smarttrust.com I www.smarttrust.com

**DECLARATION**

May 20, 2002

REGARDING EFFORTS TO HAVE THE DECLARATION AND POWER OF  
ATTORNEY AND THE ASSIGNMENT SIGNED FOR US PATENT APPLICATION  
09/954,932, OUR REF 1119 US

I work as an Assistant for Smarttrust Systems Oy and Sonera Smarttrust Oy.

Harri Vatanen, the inventor, has left the company and refuses to sign the document.  
He worked as Managing Director of Sonera Smarttrust Oy

I have personally sent the letters that were mentioned and enclosed in Päivi  
Söderman's declaration. The letters have been sent to the address he has given us  
a couple of times. The last time we sent him the documents as registered mail;  
please find a copy enclosed.

There are also other patent applications than this one of which Harri Vatanen  
refuses to sign the power of attorney. We have sent him all the documents to be  
signed in one letter, but this letter cannot be found. Unfortunately, this situation was  
not predicted by us and neither were we aware that we should write down every  
date when we talk with him on telephone or take a copy of each letter we try to get  
his signature on.

As a summary, I, however, assure that

- the power of attorney and the assignment for this case has been sent to  
him at least three times. We have copies of the letter sent to him on  
October 2, 2002 and the one sent as registered mail on May 6, 2002, which  
are enclosed. We sent the text of this US application with the last  
mentioned letter

SMARTTRUST SYSTEMS OY

Ms. Johanna Heikkinen  
Assistant

Lähetäjän nimi ja osoite Avsedjarens namn och postadress  
**Smarttrust Systems Oy**  
**M/S. Päivi Söderman**  
**P.O. Box 425**  
**FIN-00071 SOHVALA**  
**FINLAND**

Lähetäjän nimi ja postiosoite Adressatens namn och postadress

**Mr. Harry Vatanen**  
**Savennar, Lindale Close**  
**Wentworth Estates**  
**Virginia Waters**  
**SURREY GU25 7 ENGLAND**

R 1119 US

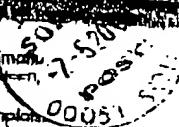
RR005830773FI



LOMONEN POSTI OY, Mannerheimintie 7 A 00100 HELSINKI - Kunta 074 379, Postito 147-Postito 148, Mannerheimintie 1A, FIN-00100 HELSINKI - LY-Rautat 0949400-0 - Ali. rdt.  
 LOMONEN POSTI OY, Mannerheimintie 7 A 00100 HELSINKI - Kunta 074 379, Postito 147-Postito 148, Mannerheimintie 1A, FIN-00100 HELSINKI - LY-Rautat 0949400-0 - Meiss. rdt.

### LÄHETÄJÄALLE TILL AVSÄNDAREN

0 8 025945791



Tarkista, että lähetäjän kuitti on laitettu  
 Jotkun postitoimistoon. Älä käytä postitoimistoa,  
 kunnolla kuitti on laitettava.  
 Kontrolli, om kuvitilla har stampat  
 Etupiella tällä förfaxas, om du gör en  
 Befragnings på lähetäjän - ettoihin

### LUOVUTUSKOHTO VILLKOR FÖR OVERLÄMNINGEN

Ellagen omsta förfaxas kontrolleras förfaxat  
 so välj-säkerhet.  
 Om du gör en sändning till postkontoret, så  
 adressatens nöte om befrielsebefrielse.

Vain lähetäjän johdolla kontrollerat  
 Endast till adressatens personligen

Vyöhyke Posto  
 Zon Stads

INFO

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Lähetäjän nimi ja numero  
 Postimaksupostin numero eli numero

Vyöhyke Posto  
 Zon Stads  
 Kappalemäärä  
 Antal

Tilipalvelu  
 Entreprenör

Vyöhyke Posto  
 Zon Stads

INFO

POSTIMAKSUET  
 POSTIMAKSUT

Entinen koko  
 Separata faktura

Alueen koko  
 Almen förvaringsadress till den som definieras i ovan

Tilipalvelu  
 Inbetalning

Cash  
 Annan

Tilipalvelu paketpost  
 Int / rkt. expresspost  
 Os. / paket post  
 Ann / rkt. expresspost

8

kg

POSTI TÄYTÄÄ  
 POSTEN FÖLJER I

Lisät matkana  
 Bilaga

Sopimusvaataja ei ole mukana  
 Ansökande villkor ej uppfyllda

VAIN KOTIMAALLA  
 ENDAST INOM LANDET

VAIN KOTIMAALLA  
 ENDAST INOM LANDET

KUOLEMALLA TÄYTÄÄ  
 CHAMPIONEN FÖLJER I  
 Omaa  
 Informations  
 För befrielsen

Liputus  
 Posti

Ruokala  
 Paketpost

Postila  
 Posti

Lomak  
 Logistik

Alliansposti  
 Underskrift

VARAAMAT FÖRSÄLL

T 11.7.2002

Lähetäjän leima tai nimi. Avsedjarens stämpel eller namn

VASTAANOTTOVÄRKSTUS MOTTAGNINGSKONTROLL  
 Vastaanottoon otetaan palkka ja mukanaan myös  
 mottagningen underskrift med namnförtygande

Puh. Th

Allteinjätkö. Underskrift Puh. Th

Postinumeroväärä Postningsadres

Postinumero Postnummer

Postitilimpäätalo Postkontor



SmartTrust

SmartTrust Ltd, P.O. Box 625, FIN-00061 SONERA, Eläintarinkatu 17-19 Helsinki Finland  
T +358 (0) 2040 63031 F +358 (0) 2040 62730 E info@smarttrust.com I www.smarttrust.com

HARRI VATANEN

USA:n patentihakemus US 09/954932

Meldan ref: 1119US

6.5.2002

Hei!

Ohessa lähetän uudestaan siirto- ja valtakirjan allekirjoittavaksi otsikossa mainittua USA:n patentihakemusta varten. Tarvitsemme allekirjoituksiasi 17.5.2002 mennessä, jotta patenttiprosessi USA:ssa etenisi.

Ohessa on kopio lästää US - patentihakemuksesta 09/954932.

Ohessa on myös kopiot mainitusta allekirjoittavista asiakkijoista.  
Pyydämme ystävällisesti palauttamaan ne allekirjoitettuna.

Terveisin

Päivi Söderman  
Smarttrust Systems Oy

TRANSLATION OF THE ABOVE TEXT IN ENGLISH:

US patent application US 09/954932

Our ref: 1119 US

Hi!

I enclose once more an assignment and a power of attorney to be undersigned for the above US patent application. Your signatures are needed before 17<sup>th</sup> May, 2002 so that the patent process in the United States would proceed.

Enclosed is a copy of this US patent application 09/954932.

Enclosed are also copies of said documents to be undersigned. We kindly ask you to return the documents undersigned.

Regards

Päivi Söderman  
Smarttrust Systems Oy



## DECLARATION

THE UNDERSIGNED, Authorized Translator duly examined and by the Finnish Ministry of Justice admitted to certify translations made from the Finnish into the English language,

HEREBY solemnly declares that the attached document reading in English is a true and faithful translation of the attached Covering Letter reading in Finnish.

AND I MAKE this solemn declaration sincerely believing it to be true.

ON this 29<sup>th</sup> day of April, 2002.



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T +358 (0) 2040 63031 F +358 (0) 2040 62730 E info@smarttrust.com | www.smarttrust.com

## Covering Letter

**TO** Harri Vatanen  
**SUBJECT** asiakirjoja documents  
**FROM** Päivi Söderman/SmartTrust  
**DATE** October 2, 2001

URGENT       AS AGREED      FOR YOUR ACTIONS      X TO BE RETURNED  
 FOR YOUR INFORMATION       FOR YOUR RECORDS      X TO BE SIGNED      RETURNING TO YOU

Reference: 1119

Hello, Harry!

Would you please return the signed letters of attorney and commissions to Päivi Söderman (instead of Papula), so that we could know of the arrival of the documents. Our address is:

Sonera SmartTrust Oy  
Päivi Söderman  
P.O. Box 425, 00051 SONERA  
FINLAND

Thank you!

Best regards,

Johanna Heikkinen

**Smartrust**  
**Johanna Heikkinen**  
**Development assistant**



**RECEIVED**  
ATTACHMENT letters of attorney (2), commissions (2)      **MAY 2 2 2002**  
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SmartTrust Ltd, P.O. Box 425, FIN-00051 SONERA, Elimäenkatu 17-19, Helsinki ,Finland  
T +358 (0) 2040 63031 F +358 (0) 2040 62730 E info@smarttrust.com I www.smarttrust.com

## Covering Letter

TO            Harri Vatanen  
SUBJECT      asiakirjoja  
FROM         Päivi Söderman/SmartTrust  
DATE         October 2, 2001

URGENT                     AS AGREED                    FOR YOUR ACTIONS                    X TO BE RETURNED  
 FOR YOUR INFORMATION     FOR YOUR RECORDS            X TO BE SIGNED                    RETURNING TO YOU

Reference: 1119

Hei Harri!

Palauttaisitko ystävällisesti allekirjoitetut valtakirjat ja toimeksiannot Päivi Södermanille (Papulan sijasta), jotta olisimme tietoisia asiakirjojen saapumisesta.  
Osoitteemme on:

Sonera SmartTrust Oy  
Päivi Söderman  
PL 425, 00051 SONERA  
FINLAND

Kiitos!

Ystävällisin terveisin,

Johanna Heikkinen

Smarttrust  
Johanna Heikkinen  
Development Assistant

LIITE valtakirjat (2), toimeksiannot (2)